

UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

9-030A014

January 31, 1979

10067
RECORDATION NO. Filed 1425

Office of the Secretary
Interstate Commerce Commission
Washington, D. C.

JAN 30 1979 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

JAN 30 1979

Fee \$ 50.00

Washington, D. C.

RE: Equipment Trust Agreement dated as of
January 1, 1979

Gentlemen:

Pursuant to Section 11303(a) of Title 49 of the United States Code and the rules and regulations promulgated thereunder, we hand you herewith for filing twelve (12) executed counterparts of the above referenced Equipment Trust Agreement, all as more fully described below:

Issuer: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Trustee: Girard Bank
Girard Plaza
Philadelphia, Pennsylvania 19123

Guarantor: United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

Guarantor: Evans Transportation Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

A description of the rail cars (including lettering and car reporting numbers) and a description of the leases covered by the Equipment Trust Agreement is set forth in Schedule A attached hereto. The Issuer described above is the lessor under each of the leases described in said Schedule A. The above referenced Equipment Trust Agreement should also be filed as a sub-number or cross-referenced under the filing, if any, of any of the leases described in said Schedule A.

JAN 30 11 43 AM '79

RECEIVED



Interstate Commerce Commission

January 31, 1979
Page Two

Enclosed is Rosenthal and Schanfield's Check No. 23170 in the amount of \$50.00 in payment of the applicable recording and filing fees.

Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you would return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

Mr. I. Walter Deitch
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY
LEASING COMPANY

BY: Thomas L. Schoenbeck
Assistant Secretary

/nev
Enclosures

SUPPLEMENTAL AGREEMENT

SEP 29 1980 -9 15 AM.

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 2, 1980, is by and between the Girard Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company") and Evans Transportation Company, an Illinois corporation (hereinafter called "Evans").

WITNESSETH, that:

WHEREAS, the Trustee, the Company and Evans have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of January 1, 1979, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 10067; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

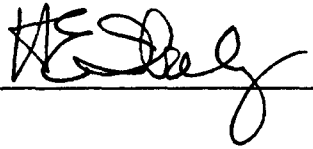
WHEREAS, the Company, Evans and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 2nd day of September, 1980.

GIRARD BANK as Trustee

By 

ATTEST:


Assistant Secretary

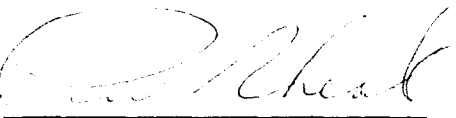
EVANS RAILCAR LEASING
COMPANY

By 


ATTEST:


Assistant Secretary

EVANS TRANSPORTATION
COMPANY

By 

ATTEST:


Assistant Secretary

STATE OF PENNSYLVANIA

CITY AND COUNTY OF Philadelphia

On this 16th day of September, 1980, before me personally appeared H. E. IKELER, JR. and C. H. DOUGHERTY, to me personally known, who, being by me duly sworn, say that they are VICE PRESIDENT and ASST. SECRETARY, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

DIANE A. BEXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS

COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission Expires June 13, 1983

STATE OF ILLINOIS

COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M Kuta
Notary Public

My Commission Expires June 13, 1983

EXHIBIT A

SERIES 17 DESTROYED EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MARKINGS</u>
22	100 Ton 4780 Cubic Feet Covered Hopper Cars	USLX 20116 USLX 20123 USLX 20299 USLX 20412 USLX 20442 USLX 20471 USLX 20502 USLX 20508 USLX 20532 USLX 20554 USLX 20568 USLX 20600 USLX 20646 USLX 20649 USLX 20653 USLX 20663 USLX 20665 USLX 20668 USLX 20669 USLX 20725 USLX 20731 USLX 20734

EXHIBIT B

SERIES 17 SUBSTITUTE EQUIPMENT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MARKINGS</u>
20	4,780 cubic feet covered hoppers	USLX 20930 - 20949